

REMARKS/ARGUMENTS

The Final office action (hereinafter “the action”) of February 4, 2005 has been carefully reviewed and these remarks are responsive thereto. Claims 1-8 and 13-16 remain in this application. Claims 17-51, being previously the subject of restriction, are hereby canceled, although Applicants may prosecute them further in divisional applications. Claims 1, 3, 6-8, and 13 have been amended to clarify their features. Claims 52-77 have been added. No new matter has been added. Reconsideration and allowance of the instant application are respectfully requested.

Claim Rejections 35 U.S.C. § 102

Claims 1-8 and 13-16 stand rejected under 35 U.S.C. § 102(e) as being anticipated by *Kluss*, U.S. Patent No. 6,463,419 (hereinafter *Kluss*). Applicants respectfully traverse the rejections for at least the following reasons.

The action alleges that *Kluss* discloses the use of a system comprising a common carrier interface (Fig. 17 and col. 4, lines 34-55) enabling a user to create a booking request, submit the booking request to an entity, and then receive confirmation from the entity (col. 9, lines 23-29). The action further argues that emails sent between a charterer and a ship owner constitute an electronic booking request and subsequent confirmation.

Applicants again submit that the emails of *Kluss* do not teach or suggest a user interface which enables a user “to create an electronic booking request” as recited in amended claim 1. *Kluss*, at column 9, lines 23-29 states the following:

A charterer having cargo requirements which match the ship owner's ship information may then contact the ship owner, e.g. via e-mail, and enter negotiations for completing a charter party contract (step 1506). If the negotiations are successful both parties then finalize a charter party agreement and the system stores the contract in the contract database 48 (step 1508).

The cited passage states only that a charterer can contact a ship owner and enter into negotiations with the ship owner. It does not teach or otherwise suggest “creat[ing] an electronic booking request” as recited in claim 1. Moreover, *Kluss* fails to disclose “receiv[ing]

confirmation of the electronic booking request from the first entity” as recited in claim 1. Rather, *Kluss* only provides that the system stores a finalized contract in the database. However, as previously asserted, no confirmation sent to and received by the user is shown. Accordingly, claim 1 is allowable over *Kluss*.

Claims 2-8 depend from claim 1 and are also allowable as being dependent on an allowable base claim, and further in view of the following.

Claim 2 recites:

The system according to claim 1, wherein the electronic booking request is created from a template stored on the common carrier system, wherein the template was created by the user prior to the creation of the electronic booking request.

The action alleges that *Kluss* discloses each and every feature of claims 2-4 in that the user interface can be customized by the user (col. 7, line 42 through col. 8, line 2 and col. 14, lines 49-65). The action further argues that the forms database and the preferences database of *Kluss* together disclose an electronic booking request created from a template.

Applicants again assert that *Kluss* fails to teach, suggest, or otherwise disclose a common carrier system wherein the electronic booking request is “created from a template ... wherein the template was created by the user prior to the creation of the electronic booking request.” *Kluss*’s forms database stores “charter party forms, standard riders and contract addenda” (col. 7, lines 58-59). *Kluss*’s preferences database stores interface settings, such as “which menus from menu system 1700 (Fig. 17) are to be presented upon login” (col. 7, lines 65-66). Neither of these features, nor any other portion of *Kluss*, remotely teach or suggest the use of templates or previously drafted booking requests (e.g., claims 3 and 4) to create electronic booking requests (as opposed to contracts). Accordingly, claims 2, 3, and 4 are allowable.

Amended claim 3 recites:

The system according to claim 1, wherein the electronic booking request is created from a previously drafted electronic booking stored on the common carrier system, wherein the previously drafted electronic booking was created by the user or any other user prior to the creation of the electronic booking request, and *wherein the previously drafted electronic booking was selected from the results of a search performed by the user.* (Emphasis added).

Applicants further argue that, in addition to the elements addressed above, *Kluss* does not teach or suggest every element of claim 3. *Kluss*'s forms and preferences databases do not disclose the use of search results from which a previously drafted electronic booking may be selected. Claim 3 is allowable for at least this additional reason.

Claim 13 recites:

A common carrier system comprising:
a common carrier interface enabling a user to create an electronic booking request, submit the electronic booking request to any entity registered with the system and receive confirmation of the electronic booking request from the any entity, wherein the system, responsive to confirmation from the registered entity to the user and registered entity data, generates electronic event notification messages.

The action alleges that *Kluss* discloses the use of a system comprising a common carrier interface (Fig. 17 and col. 4, lines 34-55) enabling a user to create a booking request, submit the booking request to an entity and then receive confirmation from the entity (col. 9, lines 23-29). According to the action, *Kluss* also discloses the generation of an event notification (col. 26, lines 42-53) in the contract that is decided and entered into by the charterer and the owner (col. 7, lines 47-76).

Applicants respectfully submit that *Kluss* fails to teach or suggest "creat[ing] an electronic booking request" as recited in claim 13. As discussed above in connection with claim 1, *Kluss* merely provides that a charterer may contact a ship owner via e-mail in order to enter negotiations for completing a charter party contract. *Kluss* also fails to teach or suggest "receiv[ing] confirmation of the electronic booking request from the any entity" as recited in claim 13. As discussed above, *Kluss* provides that the system stores a finalized contract in the database, but the patent fails to disclose any confirmation sent to and received by the user.

Kluss also fails to teach or suggest "generat[ing] electronic event notification messages as recited in claim 13. The cited portion of the references (col. 26, lines 42-53) does not disclose electronic event notification messages. Rather, this portion of the reference is merely a sample charter party contract (see column 21, lines 4-5 "[t]he following is a sample charter party contract that may be entered into by charterers and ship owners"). Thus, *Kluss* merely provides that contracts between ship owners and charterers may include clauses imposing requirements

that the ship owner keep the charterer apprised of the progress of the shipment. There is no indication that any system would participate in this communication, nor is there any indication that communications between the ship owner and charterer would be generated by any such system. Accordingly, claim 13 is allowable over *Kluss*.

Claims 14-16, which depend from claim 13, are allowable for substantially the same reasons as claim 13. More specifically, the portions of *Kluss* cited against the claims relate only to a sample charter party contract. They do not teach or suggest electronic event notification messages as recited in the claims.

CONCLUSION

If any fees are required or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733 accordingly.


All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the examiner is invited to contact the undersigned at (202) 824-3184.

Respectfully submitted,

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